

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

DAVID DIAZ,

CASE NO. 1:20-cv-01808-DAT

Plaintiff,

v.

UNITED STATES  
POSTAL SERVICE,

Defendant.

**PLAINTIFF'S TRANSFER COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, DAVID DIAZ (hereafter "Diaz" or "Plaintiff"), through his undersigned attorney and pursuant to CFR 3.1(a)(4), files this Transfer Complaint against the UNITED STATES POSTAL SERVICE ("USPS") and alleges the following:

**NATURE OF THE ACTION**

1. Diaz brings this action against the USPS for breach of contract; quantum meruit; violations of the Florida Minimum Wage Act ("FMWA"), Fla. Stat. § 448.10, and Article X, § 24(a) of the Florida Constitution; and the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*

**JURISDICTION AND VENUE**

2. Venue and jurisdiction are proper because this claim involves a breach of contract claim against a federal agency, the USPS, and was transferred to this Court from the U.S. District Court in the Middle District of Florida.

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3. Plaintiff asked the Middle District Court to transfer only the breach of contract claim, but the Court instead transferred all of the counts, including those involving Florida's minimum wage statute and the FLSA.

4. For this reason, Plaintiff at this time is forced to litigate in this Court the wage-and-hour claims in his original Complaint brought in the Middle District of Florida.

### **PARTIES**

5. Diaz was a mail carrier for the USPS at all times material to this action.

6. Diaz was designated as a contractor, but he performed the same functions as mail carriers of the USPS who were classified as USPS employees.

7. Diaz had contracts with the USPS to deliver mail in rural areas in Osceola County, Florida.

8. The USPS is a branch of the United States government doing business in Osceola and Orange Counties. Diaz's mail routes were in Osceola County and he reported to the regional USPS office in Orlando, Florida.

### **COMPLIANCE WITH PROCEDURAL REQUIREMENTS**

9. Diaz complied with all procedural requirements by providing the employer with notice of the violations of the breach of contract, as well as the unpaid wages, and his intent to initiate this action.

10. The USPS violated the FMWA, the Florida Constitution, and the FLSA by failing to pay wages due or to otherwise resolve the claims after receiving notice of the wage violations.

**FACTUAL ALLEGATIONS**

11. The USPS contracted with Diaz to deliver mail to a specified number of rural postal routes. (See Ex. "A" attached).

12. Diaz was incorrectly classified as an independent contractor when he in fact performed the same function as USPS mail carriers who were designated as employees.

13. As the rural areas in Osceola County grew in population, the number of mailboxes on Diaz's postal route increased. The USPS required Diaz to continually service the additional routes resulting in his servicing more mailboxes than were required in his contract without a proportionate increase in his wages.

14. In order to service the additional routes, Diaz was required to work numerous additional hours, including numerous weeks where he worked more than 40 hours without overtime pay.

15. Diaz was not compensated for working all of the additional hours and therefore, was denied both overtime and minimum wages for certain hours worked. Employees who performed the same services for the USPS were paid overtime and minimum wages.

16. The USPS failed to pay Diaz for the time required to service the continually increasing number of customers on his route, which included an increasing number of packages he was required to deliver.

17. Diaz repeatedly told his supervisors that due to the growth in the number of his postal routes, he should receive additional pay to compensate for the extra hours he was required to work.

18. The USPS, however, knowing the amount of hours Diaz was required to work to service the growing number of postal routes, declined to adjust the workload to conform to the requirements of the contract. At the same time, the USPS also failed to pay Diaz for all of the extra hours he was being forced to work.

19. The USPS failed to pay Diaz for all hours worked, including overtime and minimum wages, even when it was clear that Diaz would be unable to make all of his deliveries within eight-hour work days.

20. Diaz continued to work hours in excess of the amount required in his contract without additional compensation because he was afraid the USPS would take away his postal routes.

21. The USPS failed to maintain records of all hours worked by Diaz.

22. The USPS, under pressure from federal officials to reduce its budget, classified rural mail carriers like Diaz as independent contractors in an attempt to avoid paying overtime and minimum wages.

23. The USPS has classified certain mail carriers as independent contractors, even though they perform the same function and duties as mail carriers classified as employees, to avoid paying health benefits, unemployment insurance, and retirement accounts, in addition to overtime and minimum wages.

24. Diaz was misclassified as an independent contractor for the following reasons:

a. USPS directed the manner in which his work as a mail carrier was performed;

b. Diaz's position was ongoing, extending over a period of six years, which was the duration of his contract;

c. The service performed by Diaz was an integral part of the USPS's business of delivering mail;

d. Diaz was dependent on the USPS for providing the postal routes and mailboxes for his work;

e. Diaz's work, delivering mail, was performed primarily for the benefit of the USPS;

f. Diaz was required to follow the instructions of the USPS on where, when and how the work was to be performed;

g. Diaz's earnings were not dependent on his managerial skill, but on the amount of work assigned by the USPS. There was little or no risk of loss as long as Diaz performed the work assigned by the USPS.

h. The USPS controlled the routes Diaz was required to service, and therefore, the hours he was required to work.

i. The USPS reimbursed Diaz for travel expenses;

j. Diaz reported to the USPS office in Orlando for his assignments and to pick up the mail he was required to deliver;

k. Diaz did not work for any other employer during the term of his contract;

l. Diaz and the USPS were not on equal financial footing. Diaz was economically dependent on the employer.

25. The USPS has engaged in a systematic practice of failing to compensate workers for all hours worked in order to reduce operating costs.



26. As a result of the practices of the USPS, Diaz has suffered damages, including lost wages and contractual benefits.

27. Diaz also has incurred attorney's fees in order to vindicate his rights, and will continue to incur such fees throughout this litigation.

**COUNT I**  
**Breach of Contract**

28. Diaz re-alleges and incorporates by reference paragraphs 1 and 2; 5 through 9; 11 through 20; 24(b); 24(d); 24(e); 24(h); 24(j); 24(l); and 25 through 27 into Count I of this Transfer Complaint.

29. Diaz entered into a valid contract to deliver mail for the USPS in a rural area in Osceola County. (See Exhibit "A").

30. The parties to the contracts agreed that Diaz would deliver mail to a specified number of postal routes in return for a specific amount of compensation.

31. Diaz performed the material elements of the contract in that he delivered mail to all mailboxes on his postal route and met the terms and conditions of the agreement.

32. Diaz continued to honor his agreement even after the USPS significantly increased the number of postal routes over and above the number specified in his contract.

33. Diaz did nothing to prevent the USPS from performing the terms and conditions the employer was required to perform under the contract.

34. Diaz did not consent to the changes in the terms of the Agreement. Rather, he was afraid that if he did not comply, the USPS would take away his postal routes, and he would lose his source of income.

35. The USPS breached the contract by continually increasing the number of postal routes and package deliveries assigned to Diaz without providing similar or equivalent increases in compensation.

36. The USPS engaged in material breaches in that the terms and conditions that it violated involved the essence of the contract.

37. The USPS added mailboxes and packages beyond the number allowed in the contract to Diaz's postal routes as the areas he served grew in population in recent years.

38. The USPS refused to pay Diaz for all of the continually increasing number of customers on his route. The USPS also refused to pay Diaz for all of the increasing number of packages he was required to deliver.

39. The USPS breached its contract with Diaz when it required him to deliver packages from large companies, including Amazon and Walmart, which were not included in his contract.

40. The breach by the USPS forced Diaz to work more than 40 hours most workweeks.

41. The USPS's continuous imposition of additional routes over and above the number specified in Diaz's contract forced Diaz to work numerous additional hours without adequate compensation.

42. Diaz repeatedly notified his supervisors that he was unable to meet the new and changing terms being imposed unilaterally by the USPS.

43. However, the USPS continued to breach its contract with Diaz. The actions by the USPS violated the USPS's own policy regarding the assignment of mailboxes to mail carriers.

44. Diaz performed all, or essentially all of the essential terms and conditions the contract required him to perform.

45. Additionally, all conditions required by the contract for the USPS's performance had occurred.

46. Finally, the USPS failed to do something essential which the contract required, or it took actions that were not authorized by the contract, when it unilaterally increased the number of postal routes for Diaz to service.

47. As a result of the material contractual breaches by USPS, Diaz suffered damages, including lost pay.

48. As a result of the breaches by the USPS, Diaz was forced to work numerous hours without any compensation or without appropriate compensation under the contract.

49. Diaz also incurred compensatory damages as a direct cause of being forced to work significantly more hours than he was being paid to work.

50. As a direct result of the actions of the USPS, Diaz was forced to pay attorneys' fees to vindicate his rights.

#### **DEMAND FOR RELIEF**

WHEREFORE, Diaz respectfully requests this Court to award him damages for the following:



(a) compensatory damages, including but not limited to all wages Diaz would have been entitled to receive if his contract had not been breached by USPS, and all other monetary losses resulting from the USPS breach of its contract with Diaz;

(b) special damages;

(c) attorney's fees;

(d) injunctive relief; and

(e) any other relief the Court deems necessary.

**COUNT II**  
**Quantum Meruit**

51. Diaz re-alleges and incorporates by reference into Count II paragraphs 1 and 2; 5; 7 through 9; through 6; 9; 11; 13 through 21; 24(a); 24(c); 24(d); 24(e); 24(f); 24(h); 24(j); 24(l); 26 and 27 of this Transfer Complaint.

52. Diaz conferred benefits on the USPS in that he delivered mail to all of the postal routes provided by the USPS, even when the USPS increased the mailboxes and package deliveries beyond what was required in his contract.

53. The USPS had knowledge of this benefit and that it was continually increasing the number of mailboxes on Diaz postal routes.

54. The USPS was aware that it was continually getting more value from Diaz's services as it increased the number of customers on his postal routes, and accepted the benefits provided by Diaz's increasing workload.

55. It is unfair and inequitable for the USPS to require Diaz to continually work more and more hours to serve more mailboxes than was required by his contract without the benefit of equivalent compensation.

56. The USPS classified Diaz as an independent contractor rather than an employee to avoid paying him overtime and minimum wages, and to prevent Diaz from seeking remedies for unpaid wages.

57. This action was taken to unjustly benefit the USPS at the expense of Diaz, who should not be left without a remedy for violations of federal law because he was misclassified as an independent contractor.

58. As a result of the actions of the USPS, Diaz incurred compensatory damages, and was forced to pay attorney's fees in order vindicate his rights.

#### **DEMAND FOR RELIEF**

WHEREFORE, Diaz respectfully requests this Court to award him damages for the following:

- (a) compensatory damages;
- (b) special damages;
- (c) attorney's fees;
- (d) injunctive relief; and
- (e) any other relief the Court deems necessary.

#### **COUNT III**

##### **Unpaid Overtime and Minimum Wages**

**The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.***

59. Diaz re-alleges and incorporates by reference into Count III the allegations in paragraphs 1 through 27, including all subparts, as if fully stated in this Transfer Complaint.

60. Diaz was a contract mail carrier, but he performed the same job as USPS employee mail carriers, and therefore was an "employee" as defined in 29 U.S.C. § 203(e)(1) of the FLSA.

61. The USPS misclassified Diaz as a contractor to avoid paying overtime and minimum wages as part of an effort to reduce its operating costs.

62. The actions by the USPS violate the spirit of the FLSA in that the USPS acted with the intent and purpose of avoiding paying overtime and minimum wages to Diaz and other mail carriers in rural routes.

63. The USPS was an employer as defined by 29 U.S.C. § 203(d) of the FLSA in that it contracted mail carriers to perform the same tasks as its employee mail carriers.

64. The USPS is an enterprise as defined by 29 U.S.C. § 203(r)(1) in that it engaged in related activities performed through a uniform operation or common control for a common business purpose. The related activities involve delivering mail throughout the country.

65. The USPS is an enterprise engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. § 203(s)(1) of the FLSA.

66. The USPS engaged in commerce or in the production of goods for commerce in that at all times relevant to the claim Defendant was an enterprise with annual gross sales exceeding \$500,000.

67. At all times during his employment with the USPS, Diaz was treated as not eligible to receive overtime required by 29 U.S.C. § 207 of the FLSA and 29 C.F.R. § 541.

68. Diaz was misclassified as a contractor by the USPS for the sole purpose of avoiding paying overtime and minimum wages.

69. The USPS failed to pay Diaz overtime for workweeks in which he worked more than 40 hours, in violation of the FLSA. The USPS to pay Diaz at a rate of one and one-half times his regular rate of pay for each hour worked in excess of 40 hours for performing the same work of employee mail carriers.

70. Because the USPS violations of the FLSA were willful, Diaz is entitled to liquidated damages in the same amount as his unpaid wages.

71. As a direct and proximate result of the USPS's illegal acts, Diaz has incurred damages, including lost wages and overtime, and was forced to pay and will continue to be forced to pay legal fees and costs in order to vindicate his rights.

#### **DEMAND FOR RELIEF**

WHEREFORE, Diaz respectfully requests that the Court award him damages for the following:

- (a) lost wages, including compensation for unpaid overtime and/or minimum wages;
- (b) liquidated damages in the same amount of the lost wages;
- (c) reasonable attorney's fees and costs, pursuant to 29 U.S.C. § 216(b); and
- (d) any other relief the Court deems proper.

#### **COUNT IV**

##### **Unpaid Minimum Wage**

**The Florida Minimum Wage Act, Fla. Stat. § 448.110 and  
The Florida Constitution, Article X, § 24(a)**

72. Diaz re-alleges and incorporates by reference into Count II of this Transfer Complaint the allegations in paragraphs 1 through 27, including all subparts, as if fully stated herein.

73. The USPS failed to pay Diaz at least minimum wage for all hours worked during numerous workweeks.

74. Diaz was an aggrieved person under the FMWA and the Florida Constitution in that he was not paid for all hours worked.

75. Although the USPS classified Diaz as a contract worker, the purpose of designating him as a contractor was to avoid paying minimum wages for all hours worked, and to avoid the intent of the FMWA.

76. Diaz was an aggrieved person authorized to “bring a civil action in a court of competent jurisdiction” because the USPS failed to pay at least minimum wages for all hours worked.

77. Diaz has complied with the notice requirements of Section (6)(a) of the FMWA in that prior to filing this claim in court, Diaz notified Defendant in writing of his intent to initiate this action. *See* Exhibit “B.”

78. The Notice Letter informed the USPS that it owed Diaz minimum wages for all hours worked.

79. Upon receiving the Notice Letter, Defendant failed to pay Diaz the total amount of wages owed or to otherwise resolve the claim to the satisfaction of Diaz.

80. When the USPS failed to pay the unpaid wages or resolve the claim, Diaz was permitted to bring a claim for unpaid minimum wages.

81. The USPS violated the FMWA and the Florida Constitution by failing to pay Diaz any compensation for certain hours worked during numerous workweeks.

82. If he prevails in this action for unpaid minimum wages, Diaz would be entitled pursuant to the FMWA and Article X, § 24(e) of the Florida Constitution to recover



the full amount of any unpaid back wages unlawfully withheld plus the same amount as liquidated damages, as well as reasonable attorneys fees and costs.

83. As a result of the USPS's unlawful actions, Diaz suffered damages, including unpaid wages, and he was forced to incur, and will continue to incur, attorney's fees in order to vindicate his rights.

**DEMAND FOR RELIEF**

WHEREFORE, Diaz requests that the Court award him damages for the following:

- (a) unpaid back wages;
- (b) liquidated damages in the same amount as the unpaid wages;
- (c) reasonable attorney's fees and costs, pursuant to Fla. Stat.

§ 448.110(6)(c)(1) and Fla. Stat. § 448.08; and

- (d) any other relief the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues and counts set forth in this Transfer Complaint.

Respectfully submitted,

**[s] Alfred Truesdell**

Alfred Truesdell, Esquire  
Florida Bar No. 0885363  
*Truesdell Law*  
3521 Tyngsbrough Drive  
DeLand, Florida 32720  
(407) 920-7392  
truesdelllaw@gmail.com

Attorney for David Diaz

 <b>AMENDMENT TO TRANSPORTATION SERVICES CONTRACT</b>				
1. AMENDMENT PURSUANT TO				
a. CONTRACT NO. 328B2	b. AMENDMENT NO. 1	c. EFFECTIVE DATE 05/01/2017	d. BEGIN CONTRACT TERM 04/01/2015	e. END CONTRACT TERM 03/31/2021
f. FOR MAIL SERVICE IN OR BETWEEN	g. CITY & STATE ORLANDO VENTURA BRANCH, FL		h. CITY & STATE CANDICE CT (N.O.), FL	
2. SUPPLIER				
i. NAME AND ADDRESS OF SUPPLIER DAVID DIAZ [REDACTED]		j. DOT NO.	k. SSN/IN [REDACTED]	
		l. TELEPHONE NO. [REDACTED]		
3. DESCRIPTION OF AMENDMENT				
<p>NEGOTIATED SERVICE CHANGE</p> <p>Pursuant to the Changes Clause, amend contract requirements per the attached Statement of Work and Specifications.</p> <p>NEW CONTRACT RATE: \$66,049.87 PER ANNUM</p> <p>Official paid box count: 745</p> <p>SCR 000344597 Effective 4/1/2015 Changing vehicle cubic feet:</p> <p>This activity includes a retroactive lump sum payment for 4/1/2015 through 4/30/2017 in the amount of \$2,063.10.</p> <p>Adjust pay by \$989.53 PER ANNUM, effective 05/01/2017.</p> <p>Scheduled annual mileage 11,062.1; new rate per mile \$5.97083</p> <p>Except as provided herein, all terms and conditions of the contract described in block 1 remain unchanged and in full force and effect.</p>				
4. The parties have caused this amendment to be executed, effective the date set forth in block 1c.				
PRINCIPAL		U.S. POSTAL SERVICE		
_____ (Signature of person authorized to sign) (Date)		_____ (Signature of Contracting Officer) (Date)		
NAME AND TITLE OF SIGNER		TITLE OF CONTRACTING OFFICER CONTRACTING OFFICER		

PS Form 7406  
September 2011

- Ex. "A" -

From: 10/13/2017 15:19 #336 P.005/008

UNITED STATES POSTAL SERVICE			Negotiated Cost Statement Highway Transportation Contracts			NAME OF SUPPLIER, ADDRESS, STATE AND ZIP+4 DAVID DIAZ			BEGIN CONTRACT TERM 04/01/2015			END CONTRACT TERM 03/31/2021			
CONTRACT NO 328B2		CITY & STATE ORLANDO VENTURA BRANCH, FL			CITY & STATE CANDICE CT (N.O.), FL			III. Leave Blank USPS Use Only							
Cost Segment A		I. List Approved Cost as of 03/01/2017			B. Magnified Effect Cost as of 05/01/2017										
ITEM	No. of Units Per Year (Annual miles)	X	Unit Cost (Rate per mile)	=	Annual Cost	No. of Units Per Year (Annual miles)	X	Unit Cost (Rate per mile)	=	Annual Cost	No. of Units Per Year (Annual miles)	X	Unit Cost (Rate per mile)	=	Amount Allocable
1A. Vehicle Cost (11 Motor Vehicles (2) Trucks															
1B. Operational Cost	11,042.40		.11711		1,295.47										
2. Taxes															
3. Vehicle Registration															
4. Miscellaneous															
5. General Overhead															
6. Fuel	813.00		3.26459		2,654.04										
7. Oil	32.00		5.00000		195.00										
8. Insurance															
9. Road Taxes															
10. Tolls	303.07		4.25000		1,288.05										
11. Sub-Total (Lines 1-10)					6,081.94										
12. Straight Time	3,049.00		14.20000		43,295.80										
13. Overtime															
14. Payroll Taxes															

From:

10/13/2017 15:18 #336 P.004/008

CONTRACT NO. 32882

ORLANDO VENTURA BRANCH, FL TO CANDICE CT (N.O.), FL

EFFECTIVE DATE 05/01/2017

SPECIAL RATE INFORMATION

COST SEG	DESCRIPTION	BEGIN DATE	END DATE	OLD SPECIAL RATE	NEW SPECIAL RATE	FINANCE NUMBER	BUDGET ACCOUNT NUMBER
A	PER MILE	04/01/2015	03/31/2019	2.05000	2.05000	11-8829	53606
A	LATE SLIP - HIRED DRIVER RATE	07/01/2015	03/31/2021	19.34352	19.34352	11-8829	53135

SIGNATURE BLOCK			
(Signature of Supplier)		(Signature of Contracting Officer)	
(Date)		(Date)	



		TRANSPORTATION SERVICES RENEWAL CONTRACT FOR REGULAR SERVICE	
1. RENEWAL PURSUANT TO			
a. CONTRACT NO. 32882	b. EXPIRATION DATE OF EXPIRING CONTRACT 03/31/2015	c. BEGIN CONTRACT TERM 04/01/2015	d. END CONTRACT TERM 03/31/2019
e. FOR MAIL SERVICE IN OR BETWEEN	f. CITY & STATE ORLANDO VENTURA BRANCH, FL		g. CITY & STATE CANDICE CT (N.O.), FL
2. RATE OF COMPENSATION			
a. CONTRACT RATE (Specify if Other Than Annual) \$53,606.98 PER ANNUM		b. ANNUAL MILEAGE 11,062.1	c. RATE PER MILE \$5.74999
3. SUPPLIER			
a. NAME (Firm or Type) DAVID DIAZ		b. ADDRESS (Street, City, State, ZIP+4) [REDACTED]	
c. TELEPHONE NO. [REDACTED]	d. DOT NO.	e. SOCIAL SECURITY NO. OR EMPLOYER IDENTIFICATION NO. [REDACTED]	
f. LEGAL RESIDENT OF (Complete if Supplier is an individual)		g. ENGAGED IN BUSINESS IN (Complete if Supplier is a Partnership or Corporation)	
h. COUNTY ORANGE	i. STATE FL	j. COUNTY	k. STATE
4. CONTRACT			
This form, your proposal, the Statement of Work and all attachments are incorporated into the renewal contract.			
The above referenced contract, for the period specified, is hereby renewed with the rate(s) and service(s) prevailing at the end of the current contract.			
5. SUPPLIER		6. U.S. POSTAL SERVICE	
[Signature of Supplier] (Date) [Name and Title of Supplier]		[Signature of Contracting Officer] (Date) CONTRACTING OFFICER [Title of Contracting Officer]	
COMMENTS (For U.S. Postal Service Use Only)			

UNITED STATES POSTAL SERVICE® HIGHWAY TRANSPORTATION CONTRACT — COST WORKSHEET					
SOLICITATION NO.	DATE OF SOLICITATION	CONTRACT NO. 32882	BEGIN CONTRACT TERM 04/01/2015	END CONTRACT TERM 03/31/2019	
FOR MAIL SERVICE IN OR BETWEEN	CITY & STATE ORLANDO VENTURA BRANCH, FL		CITY & STATE CANDICE CT (N.D.), FL		
OFFEROR: A completed cost worksheet must be submitted with your offer. This worksheet will assist you in determining the cost you expect to incur in performing this service. Please retain a copy of this form for future reference. The instructions for completing this form are listed on the reverse.					
OFFEROR'S NAME AND ADDRESS (Include Apt./Suite No. (ZIP+4)) DAVID DIAZ [REDACTED] [REDACTED]		BASIS FOR DETERMINING COST			
		Cost Segment Rate	COST AS OF 04/01/2015 No. of Units Per Trip X Unit Cost = Annual Cost		
NUMBER OF DRIVERS ON ROUTE		1a. Vehicle Cost (1) Motor Vehicles	(Annual miles)	(Rate per mile)	
FULL-TIME	PART-TIME	(2) Trucks			
		1b. Operational Cost (Repairs, repair labor, tires, etc.)	11,062.10	.11711	1,295.47
Remarks:		2. Tolls			
		3. Vehicle Registration			
		4. Miscellaneous			
		5. General Overhead			849.38
		6. Fuel (Miles per gallon)	(Gallons) 813.00	(Per gallon) 3.17650	2,582.49
		7. Oil (Quarts)	(Quarts) 39.00	(Per quart) 5.00000	195.00
		8. Insurance			
		9. Road Taxes			
		10. Tolls	(Trips) 303.07	(Per trip) 4.25000	1,288.05
		11. Total Fixed and Operational Cost (Lines 1-10)			6,010.39
		12. Straight Time	(Hours) 3,049.00	(Per hour) 13.80000	42,076.20
		13. Overtime	(Hours)	(Per hour)	
		14. Payroll Taxes (Employer)	Fringe wages		
		a. Social Security	53,288.98	.07650	4,076.61
		b. Workers' Compensation	53,288.98		
		c. Federal Unemployment Comp.	7,000.00	.00600	42.00
		d. State Unemployment Comp.	7,000.00	.02700	189.00
		15. Fringe Benefits	(No. of employees or hours) 2,080.00	(Rate) 4.02000	8,361.60
		a. Health & Welfare	2,080.00	.68537	1,425.59
		b. Vacation	2,080.00	.68537	1,425.59
c. Holiday	2,080.00	.68537	1,425.59		
d. Pension					
16. Total Operation Labor Cost (Lines 12-15)			57,966.59		
17. Supplier's Wages (Personnel Driving or Supervising)	(Hours)	(Per hour)			
18. Total Cost (Lines 11, 16 & 17)			63,606.98		
19. Return on Investment					
20. TOTAL OFFER (Lines 18 & 19)			63,606.98		
Offeror's Signature		Date			

## COST STATEMENT - DETAIL LINE ITEM BREAKDOWN

CONTRACT NO.: 128B2

COST SEGMENT: A

COST AS OF: 04/01/2015

<u>LINE ITEM</u>	<u>FUEL TYPE</u>	<u>GALLONS</u>	<u>STATE</u>	<u>FUEL RATE</u>	<u>STATE TAX</u>	<u>FED TAX</u>	<u>ANNUAL COST</u>
6	UNLEADED	813.00	FL	3.17650			\$2,582.49
					TOTAL		\$2,582.49

CONTRACT NO. 325B2


ORLANDO VENTURA BRANCH, FL TO CANDICE CT (N.O.), FL

EFFECTIVE DATE COB 03/31/2015

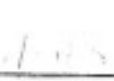
SPECIAL RATE INFORMATION

COST SEG	DESCRIPTION	BEGIN DATE	END DATE	OLD SPECIAL RATE	NEW SPECIAL RATE	FINANCE NUMBER	BUDGET ACCOUNT NUMBER
A	PER MILE	04/01/2009	03/31/2015	1.50000	N/A	11-6918	53608
A	LATE SLIP - HIRED DRIVER RATE	04/01/2014	03/31/2015	17.91990	N/A	11-8929	53138


SIGNATURE BLOCK




(Signature of Supplier)



(Date)



(Signature of Contracting Officer)



(Date)

UNITED STATES POSTAL SERVICE					
AMENDMENT TO TRANSPORTATION SERVICES CONTRACT					
1. AMENDMENT PURSUANT TO					
a. CONTRACT NO. 32892	b. AMENDMENT NO. 99	c. EFFECTIVE DATE COB 03/31/2015	d. BEGIN CONTRACT TERM 04/01/2009	e. END CONTRACT TERM 03/31/2015	
f. FOR MAIL SERVICE IN OR BETWEEN	g. CITY & STATE ORLANDO VENTURA BRANCH, FL		h. CITY & STATE CANDICE CT (N.O.), FL		
2. SUPPLIER					
i. NAME AND ADDRESS OF SUPPLIER DAVID DIAZ [REDACTED]		j. DOT NO.	k. SSANEN [REDACTED]		
		l. TELEPHONE NO. [REDACTED]			
3. DESCRIPTION OF AMENDMENT					
FINALIZE EXPIRING CONTRACT					
As a result of renewal negotiations between supplier and the Postal Service, contract is amended as stated.					
NEW CONTRACT RATE: \$83,606.98 PER ANNUM					
Official paid box COUNT: 745					
Adjust pay by \$4,064.05 PER ANNUM, effective SEE ABOVE.					
Scheduled annual mileage 11,062.1; NEW rate per mile \$5.74999					
Except as provided herein, all terms and conditions of the contract described in block 1 remain unchanged and in full force and effect.					
4. The parties have caused this amendment to be executed, effective the date set forth in block 1c.					
PRINCIPAL			U.S. POSTAL SERVICE		
(Signature of person authorized to sign)			(Date)		
(Signature of Contracting Officer)			(Date)		
NAME AND TITLE OF SIGNER			TITLE OF CONTRACTING OFFICER		
CONTRACTING OFFICER					



SUPPLY MANAGEMENT

January 19, 2012

DAVID DIAZ  
[REDACTED]  
[REDACTED]

RE: Negotiated Service Change on HCR 328B2

Dear Supplier:

The Postal Service intends to change the service requirements on HCR 328B2 (ORLANDO VENTURA BRANCH, FL - CANDICE CT (N.O.), FL) as shown on the enclosed HCR Schedule Information sheet. *Terms and Conditions, Clause B-67: Changes (CDS)*, Section a.2 requires that we negotiate an appropriate price adjustment with you for this service change.

SCR000176533 for ContractID 328B2, effective 10/27/11

Purpose changes:

The current schedule was based on Administrative Official's survey of contract route. Several streets were added to correct the contract's line of travel.

Net effect of changes:

Increase annual miles by 5,425

Increase annual hours by 181

Increase annual contract fuel gallons by 387

Only costs attributed to this change may be considered. Adjustments in the rate of compensation to effect economic increases or correct bid errors are not allowable.

Please complete PS Form 7463A, showing your new costs and return to this office within 5 days of receipt. You may return the PS Form 7463A via e-mail to [angela.a.wilson@usps.gov](mailto:angela.a.wilson@usps.gov) or by fax to 650-577-2808.

Any questions may be directed to Angela Wilson at 901-747-7516.

Sincerely,

Angela Wilson, C.O.R.

Supplies Management CM1  
275 N. Main St., Suite 100  
Mesa, AZ 85201-2118  
901-747-7516  
Fax 602-577-3806

UNITED STATES POSTAL SERVICE		Negotiated Cost Statement Highway Transportation Contracts		NAME OF SUPPLIER ADDRESS, STATE AND ZIP+4 DAVID DIAZ [REDACTED]		BEGIN CONTRACT TERM 04/01/2009	
CONTRACT NO. 32982		CITY & STATE ORLANDO VENTURA BRANCH, FL		CITY & STATE CANDICE CT (N.O.), FL		END CONTRACT TERM 03/31/2016	
Cost Segment A		Contract Period of 01/01/2012		Negotiated Period of 01/01/2012		Leave Blank USPS Use Only	
ITEM	No. of Units Per Year	Unit Cost	Annual Cost	No. of Units Per Year	Unit Cost	Annual Cost	
	(Annual Rate)	(Rate per mile)		(Annual Rate)	(Rate per mile)		(Rate per mile)
16. Vehicle Cost (1) Motor Vehicles							
(2) Trailers							
18. Operational Cost	5,417.18	0.0170	92.09				
2. Taxes							
3. Vehicle Registration							
4. Miscellaneous							
5. General Overhead			95.54				
6. Fuel	111,250	0.011350	1,254.74				
7. Oil	11.35	0.008800	100.00				
8. Insurance							
9. Road Taxes							
10. Tolls	23,107	0.05000	1,155.35				
11. Sub-Total (Lines 1-15)			2,682.63				
12. Straight Time	11,400.00		22,800.00				
13. Overtime							
14. Payroll Taxes							
a. Social Security	11,400.00	0.1950	2,223.00				
b. Medicare Comp.							
c. Fed Unempl. Comp.	11,400.00	0.0090	102.60				
d. State Unempl. Comp.	11,400.00	0.0190	216.60				
15. Fringe Benefits							
a. Health & Welfare	1,780.00	0.34000	605.20				
b. Vacation	1,780.00	0.32000	570.40				
c. Holiday	1,780.00	0.64114	1,141.24				
d. Pension							
16. Sub-Total (Lines 12-15)			33,647.18				
17. Supplier's Charges Personal/Overnight							
18. Total Cost (Lines 11-18)			36,329.81				
19. Reduction/Incentive							
20. Total Contract Rate (Lines 18 & 19)			36,329.81				

U.S. Code Title 18 (Crimes and Criminal Procedures),  
Section 1301 makes it a criminal offense to make a  
willfully false statement or representation on a contract.

PS Form 3499  
September 2011

CONTRACT NO. 32882

ORLANDO VENTURA BRANCH, FL TO CANDICE CT (N.O.), FL

EFFECTIVE DATE 01/01/2012

SPECIAL RATE INFORMATION

COST SEG	DESCRIPTION	BEGIN DATE	END DATE	OLD SPECIAL RATE	NEW SPECIAL RATE	FINANCE NUMBER	BUDGET ACCOUNT NUMBER
A	PER MILE	04/01/2009	03/31/2015	1.50000	1.50000	11-6918	53606
A	LATE SLIP - HIRED DRIVER RATE	01/01/2012	03/31/2015	19.22626	19.54825	11-6929	53138

SIGNATURE BLOCK

(Signature of Supplier)

(Date)

(Signature of Contracting Officer)

(Date)

PS Form 7006  
September 2001

HCR: 328B2

EFFECTIVE: 01-JAN-12

PAGE 2

37 R ON WALNUT CREST DRIVE	
38 R ON DOWDEN RD	
39 R ON CANDACE CT AND RETURN	.3
40 CROSS TO MONTEREY BAY DRIVE	.4
41 L ON MONTEREY BAY DRIVE	.1
42 TURN AROUND AT 9374	
43 R ON GRANITE BAY DR	.2
44 L ON MONTEREY BAY CT	.1
45 R ON DOWDEN RD	.1
46 R ON SHADOW CREEK DR	.3
47 R ON BLACK HAWK CT	
48 R ON SHADOW CREEK DR	.3
49 R ON RED HAWK CT	.1
50 R ON SHADOW CREEK DR	.2
51 L AT 10162 TO DOWDEN RD	
52 R ON DOWDEN RD	.1
53 R ON NARCOOSSE RD	.3
54 R ON OLD GOLDENROD RD	3.4
55 R ON GOLDENROD RD	.3
56 R TO PO PARKING LOT	2.1
	.1

PHYSICAL LOCATION OF POINTS SERVED:

ORLANDO VENTURA BRANCH  
US POSTAL SERVICE  
7360 CURRY FORD RD  
ORLANDO CITY FL 32872-9998  
407-277-3501

TRIP PURPOSE AND MAIL CLASS:

<u>TRIP</u>	<u>PURPOSE</u>	<u>MAIL CLASS</u>
1	BOX DELIVERY	MIXED
2	BOX DELIVERY	MIXED

HCR: 326B2

EFFECTIVE: 01-JAN-12

PAGE 2

1	ORLANDO VENTURA BRANCH, FL	426	08:00 - 10:21
SUPPLIER CASING MARK UP):			
TRIP OFFICE NAME			
2	ORLANDO VENTURA BRANCH, FL	BOXES	START END 13:45 - 14:21

## LINE OF TRAVEL FOR BOX COUNTS:

## PART A

1	Leave Ventura Branch	
2	R ON CURRYFORD RD	.1
3	R ON SOUTH 417 TOLL RD	2.3
4	EAST 528 TO EXIT 20	3.4
5	R ON ICP BLVD	4.9
6	L ON AEROSPACE PKWY	.6
7	R ON TRANSPORT DRIVE AND RETURN	2.8
8	L ON AEROSPACE PKWY	1.4
9	R ON AMSTERDAM	.4
10	R ON AEROSPACE PKWY	.7
11	R ON ICP BLVD	.4
12	L ON WEST 528 TO S 417	.7
13	R ON S 417	3.6
14	R AT EXIT 23 MOSS PARK RD	2.2
15	R ON MOSS PARK RD	.5
16	L ON SAVANNAH JULIP LANE	.1
17	R ON BLUE ASH DRIVE	.1
18	L ON SAVANNAH AINSLEY	
19	R ON SAVANNAH LANDING CIR	.1
20	R ON SAVANNAH GROVE LANE	
21	R ON BLUE ASH DRIVE	.1
22	L ON SAVANNAH JULIP LANE	
23	L ON MOSS PARK ROAD	.1
24	R ON NARCOOSSEE RD	.7
25	R ON NORTH LAKE PKWY	.2
26	TO STONBARK LANE AND RETURN	
27	R ON NARCOOSSEE RD	.3
28	R ON DOWDEN RD	.3
29	R ON WALNUT CREST DRIVE	.3
30	R ON OAK QUARRY DRIVE	.1
31	RETURN TO OTHER END	
32	RETURN TO MAPLE HILL CT	
33	MAPLE HILL CT	.5
34	RIGHT ON OAK QUARRY DRIVE	.1
35	RIGHT ON WALNUT CREST DRIVE	.1
36	RIGHT ON BLACK WALNUT CT	.1

Silverbottomwood St  
 → Cherry Palm Ln it is  
 Sweet Marie Ave vac  
 Tawnyberry St




UNITED STATES POSTAL SERVICE		AMENDMENT TO TRANSPORTATION SERVICES CONTRACT		
1. AMENDMENT PURSUANT TO				
CONTRACT NO. 32882	AMENDMENT NO. 4	EFFECTIVE DATE 01/01/2012	BEGIN CONTRACT TERM 04/01/2009	END CONTRACT TERM 03/31/2015
FOR MAIL SERVICE IN OR BETWEEN CITY & STATE ORLANDO VENTURA BRANCH, FL		CITY & STATE CANDICE CT IN O.F. FL		
2. SUPPLIER				
NAME AND ADDRESS OF SUPPLIER DAVID DIAZ [REDACTED]		EXT NO. [REDACTED]	FAX NO. [REDACTED]	
		TELEPHONE NO. [REDACTED]		
3. DESCRIPTION OF AMENDMENT				
NEGOTIATED SERVICE CHANGE				
Pursuant to the Changes Clause, amend contract requirements per the attached Statement of Work and Specifications.				
NEW CONTRACT RATE: \$41,823.82 PER ANNUM				
Official paid box count: 426				
SCR000176533 for ContractID 32882, effective 10/27/11				
Purpose changes: The current schedule was based on Administrative Official's survey of contract route. Several streets were added to correct the contract's line of travel.				
Net effect of changes: Increase annual miles by 5,425 Increase annual hours by 181 Increase annual contract fuel gallons by 387				
Adjust pay by \$5,494.01 PER ANNUM, effective 01/01/2012.				
Scheduled annual mileage 11 062.1; new rate per mile \$3.78082				
Except as provided herein, all terms and conditions of the contract described in block 1 remain unchanged and in full force and effect.				
4. The parties have caused this amendment to be executed, effective the date set forth in block 1c.				
PRINCIPAL		U.S. POSTAL SERVICE		
Signature of Person Authorized to Sign [REDACTED]		Signature of Contracting Officer [REDACTED]		
NAME AND TITLE OF SIGNER		TITLE OF CONTRACTING OFFICER CONTRACTING OFFICER		

UNITED STATES POSTAL SERVICE®				Negotiated Cost Statement Highway Transportation Contracts				NAME OF SUPPLIER, ADDRESS, STATE AND ZIP+4 DAVID DIAZ				BEGIN CONTRACT 04/01/2009			
CONTRACT NO. 32882				CITY & STATE ORLANDO VENTURA BRANCH, FL				CITY & STATE CANDICE CT (N.O.), FL				END CONTRACT TERM 03/31/2013			
Cost Segment A		I. Last Approved Cost as of 01/01/2009		II. Registered Effect Cost as of 04/01/2009		III. Leave Blank USPS Use Only									
ITEM	No. of Units Per Year	Unit Cost	Annual Cost	No. of Units Per Year	Unit Cost	Annual Cost	No. of Units Per Year	Unit Cost	Annual Cost	No. of Units Per Year	Unit Cost	Annual Cost			
(Annual miles)	(Rate per mile)			(Annual miles)	(Rate per mile)		(Annual miles)	(Rate per mile)		(Annual miles)	(Rate per mile)				
1A. Vehicle Cost (1) Motor Vehicles	5														
(2) Trailers															
1B. Operational Cost	8,637.16	.30000	1,591.13												
2. Taxes															
3. Vehicle Registration															
4. Miscellaneous															
5. General Overhead			1,312.01												
6. Fuel	(Gallons) 405.90	(Per gallon) 1.77406	714.92	(Gallons)	(Per gallon)		(Gallons)	(Per gallon)		(Gallons)	(Per gallon)				
7. Oil	(Quarts) 20.00	(Per quart) 5.00000	100.00	(Quarts)	(Per quart)		(Quarts)	(Per quart)		(Quarts)	(Per quart)				
8. Insurance															
9. Road Taxes															
10. Tolls	(Trips)	(Per trip)		(Trips)	(Per trip)		(Trips)	(Per trip)		(Trips)	(Per trip)				
11. Sub-Total (Lines 1-10)			3,818.06												
12. Straight Time	(Hours) 1,471.00	(Per hour) 12.58000	18,505.18	(Hours)	(Per hour)		(Hours)	(Per hour)		(Hours)	(Per hour)				
13. Overtime	(Hours)	(Per hour)		(Hours)	(Per hour)		(Hours)	(Per hour)		(Hours)	(Per hour)				
14. Payroll Taxes	(Taxable wages)			(Taxable wages)			(Taxable wages)			(Taxable wages)					
a. Social Security	23,822.47	.07660	1,805.59												
b. Workman's Comp.															
c. Fed. Unemp. Comp.	7,000.00	.00800	56.00												
d. State Unemp. Comp.	7,000.00	.00560	375.20												
15. Fringe Benefits	(No. of employees or hours)	(Rate)		(No. of employees or hours)	(Rate)		(No. of employees or hours)	(Rate)		(No. of employees or hours)	(Rate)				
a. Health & Welfare	1,471.00	2.59000	3,809.99												
b. Vacation	1,471.00	.29172	429.13												
c. Holiday	1,471.00	.58346	858.27												
d. Pension															
16. Sub-Total (Lines 12-15)			25,839.26												
17. Supplier's Wages Personal Driving/Supv.	(Hours)	(Per hour)		(Hours)	(Per hour)		(Hours)	(Per hour)		(Hours)	(Per hour)				
18. Total Cost (Lines 11, 16 & 17)			29,657.32												
19. Return on Investment															
20. Total Contract Rate (Lines 18 & 19)			29,657.32												

U.S. Code Title 18 (Crimes and Criminal Procedures), Section 1001, makes it a criminal offense to make a willfully false statement or representation herein.

Signature of Supplier: *David Diaz* Date: *2-1*

Form 3453A  
January 2001



**UNITED STATES  
POSTAL SERVICE**

Cost Statement  
Highway Transportation Contracts

NAME OF SUPPLIER, ADDRESS, STATE AND ZIP+4  
DAVID DIAZ  
[REDACTED]  
[REDACTED]

BEGIN CONTRACT TERM  
07/01/2008  
END CONTRACT TERM  
06/30/2010

CONTRACT NO.  
328E0

CITY & STATE  
ORLANDO VENTURA BRANCH, FL

CITY & STATE  
WARWICK SHORE CROSSING (N.O.), FL

Cost Segment  
A

I. Last Approved Cost as of  
10/01/2008

II. Requested Cost as of  
12/01/2008  
USPS CALCULATE CPI ☐

III. Leave Blank USPS Use Only

ITEM	No. of Units Per Year	X	Unit Cost	=	Annual Cost	No. of Units Per Year	X	Unit Cost	=	Annual Cost	No. of Units Per Year	X	Unit Cost	=	Amount Allowable
1A. Vehicle Cost (1) Motor Vehicles	(Annual miles)		(Rate per mile)			(Annual miles)		(Rate per mile)			(Annual miles)		(Rate per mile)		
(2) Trailers															
1B. Operational Cost	4,121.80		.79286		3,268.00						4,121.80		.79286		3,268.00
2. Tires															
3. Vehicle Registration															
4. Miscellaneous															
5. General Overhead															
6. Fuel	(Gallons) 400.00		(Per gallon) 3.23700		1,294.82	(Gallons)		(Per gallon)			(Gallons) 400.00		(Per gallon) 2.22081		888.32
7. Oil	(Quarts)		(Per quart)			(Quarts)		(Per quart)			(Quarts)		(Per quart)		
8. Insurance					1,142.69										1,142.69
9. Road Taxes															
10. Tolls	(Trips)		(Per trip)			(Trips)		(Per trip)			(Trips)		(Per trip)		
11. Sub-Total (Lines 1-10)					5,705.51										5,299.01
12. Straight Time	(Hours)		(Per hour)			(Hours)		(Per hour)			(Hours)		(Per hour)		
13. Overtime	(Hours)		(Per hour)			(Hours)		(Per hour)			(Hours)		(Per hour)		
14. Payroll Taxes (Taxable wages)						(Taxable wages)					(Taxable wages)				
a. Social Security															
b. Workman's Comp.															
c. Fed. Unemp. Comp.															
d. State Unemp. Comp.															
15. Fringe Benefits (No. of employees or hours)			(Rate)			(No. of employees or hours)		(Rate)			(No. of employees or hours)		(Rate)		
a. Health & Welfare															
b. Vacation															
c. Holiday															
d. Pension															
16. Sub-Total (Lines 12-15)															
17. Supplier's Wages Personal Driving/Supv.	(Hours) 1,288.00		(Per hour) 13.98269		18,009.71	(Hours)		(Per hour)			(Hours) 1,288.00		(Per hour) 13.98269		18,009.71
18. Total Cost (Lines 11, 16 & 17)					23,715.22										23,308.72
19. Return on Investment															
20. Total Contract Rate (Lines 18 & 19)					23,715.22										23,308.72

U.S. Code Title 18 (Crimes and Criminal Procedures),  
Section 1001, makes it a criminal offense to make a  
willfully false statement or representation herein.

Signature of Supplier

Date





## AMENDMENT TO TRANSPORTATION SERVICES CONTRACT

## 1. AMENDMENT PURSUANT TO

a. CONTRACT NO. 32682	b. AMENDMENT NO. 99	c. EFFECTIVE DATE CGB 03/31/2009	d. BEGIN CONTRACT TERM 07/01/2005	e. END CONTRACT TERM 03/31/2009
f. FOR MAIL SERVICE IN OR BETWEEN		g. CITY & STATE ORLANDO VENTURA BRANCH, FL		h. CITY & STATE CANDICE CT (N.O.), FL

## 2. SUPPLIER

a. NAME AND ADDRESS OF SUPPLIER DAVID DIAZ [REDACTED] [REDACTED]	b. DOT NO. [REDACTED]	c. SSN/IN [REDACTED]
d. TELEPHONE NO. [REDACTED]		

## 3. DESCRIPTION OF AMENDMENT

## FINALIZE EXPIRING CONTRACT

As a result of renewal negotiations between supplier and the Postal Service, contract is amended as stated.

NEW CONTRACT RATE: \$29,351.59 PER ANNUM

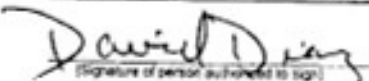

Official paid box COUNT: 342


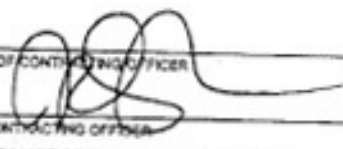
Adjust pay by <\$337.89> PER ANNUM, effective SEE ABOVE.

Scheduled annual mileage 5,637.1; NEW rate per mile \$5.20686

Except as provided herein, all terms and conditions of the contract described in block 1 remain unchanged and in full force and effect.

4. The parties have caused this amendment to be executed, effective the date set forth in block 1c.

PRINCIPAL	U.S. POSTAL SERVICE
 (Signature of person authorized to sign)	 (Signature of Contracting Officer)
3-12-09 (Date)	(Date)
NAME AND TITLE OF SIGNER David Diaz Contractor	TITLE OF CONTRACTING OFFICER A/MGR TRANSPORTATION CONTRACTS

 <b>CONTRACT ROUTE SERVICE ORDER</b>			1. CONTRACT RATE OLD: NO NEW: CHANGE	
2. CONTRACT NO. 32882	3. BEGIN CONTRACT TERM 07/01/2005	4. END CONTRACT TERM 03/31/2009		
5. FOR MAIL SERVICE IN OR BETWEEN	CITY & STATE ORLANDO VENTURA BRANCH, FL		CITY & STATE CANDICE CT (N.O.), FL	
6. NAME AND ADDRESS OF SUPPLIER DAVID DIAZ [REDACTED] [REDACTED]			7. THIS SPACE FOR ASC USE ONLY	
8. THE FOLLOWING ORDER IS HEREBY ISSUED LUMP SUM TRANSACTION  Allow lump sum adjustment to supplier's pay as shown on the attached.  Tolls for Oct/Nov/Dec 08				
9. SIGNATURE OF CONTRACTING OFFICER 			10. DISTRIBUTION 1 - Contracting Officer 2 - Accounting Service Center 3 - Administrative Official 4 - Supplier 5 - P&DC/F 6 - Customer Service District 7 - En Route Offices	
11. TITLE OF CONTRACTING OFFICER AMGR TRANSPORTATION CONTRACTS				
12. ADDRESS OF CONTRACTING OFFICER SOUTHEAST DNO 225 N HUMPHREYS BLVD STE 4126 MEMPHIS TN 38166-7071				
13a. DATE ORDERED 2/3/09	b. ORDER NO. 300-05685-09	c. ROUTE ORDER NO. 44	d. BUDGET ACCOUNT NO. 53605	e. FINANCE NO. 11-6918



PS FORM 7440 - CONTINUATION SHEET

CONTRACT NO. 328B2

ORLANDO VENTURA BRANCH, FL TO CANDICE CT (N.O.), FL

EFFECTIVE DATE 01/01/2009

ORDER NO. 300-05685-09

COST SEG	DESCRIPTION	BEGIN DATE	END DATE	OLD SPECIAL RATE	NEW SPECIAL RATE	FINANCE NUMBER	BUDGET ACCOUNT NUMBER
A	LATE SLIP - HIRED DRIVER RATE	09/01/2008	03/31/2009	17.56578	\$17.56578	11-6918	53138
A	PER MILE	07/01/2005	03/31/2009	1.50000	\$1.50000	11-6918	53605
PAY DATE	NUMBER OF UNITS	UNIT RATE	LUMP SUM AMOUNT	DESCRIPTION			
01/01/2009	26	\$3.50000	\$91.00	TOLLS DEC 08	11-6918	53605	
01/01/2009	23	\$3.50000	\$80.50	TOLLS NOV 08	11-6918	53605	
01/01/2009	26	\$3.50000	\$91.00	TOLLS OCT 08	11-6918	53605	
			Total	\$262.50			

 <b>UNITED STATES POSTAL SERVICE</b>		<b>CONTRACT ROUTE SERVICE ORDER</b>		1. CONTRACT RATE OLD: NO NEW: CHANGE	
2. CONTRACT NO. 32882	3. BEGIN CONTRACT TERM 07/01/2005	4. END CONTRACT TERM 03/31/2009			
5. FOR MAIL SERVICE IN OR BETWEEN:	CITY & STATE ORLANDO VENTURA BRANCH, FL		CITY & STATE CANDICE CT (N.O.), FL		
6. NAME AND ADDRESS OF SUPPLIER DAVID DIAZ / <del>XXXXXXXXXX</del>			7. THIS SPACE FOR ASC USE ONLY		
8. THE FOLLOWING ORDER IS HEREBY ISSUED LUMP SUM TRANSACTION Allow lump sum adjustment to supplier's pay as shown on the attached. PAYMENT FOR TOLLS - AUGUST 2009					
9. SIGNATURE OF CONTRACTING OFFICER 			10. DISTRIBUTION 1 - Contracting Officer 2 - Accounting Service Center 3 - Administrative Official 4 - Supplier 5 - P&DC/F 6 - Customer Service District 7 - En Route Offices		
11. TITLE OF CONTRACTING OFFICER MGR. TRANSPORTATION CONTRACTS					
12. ADDRESS OF CONTRACTING OFFICER SOUTHEAST DNO 225 N HUMPHREYS BLVD STE 4126 MEMPHIS TN 38166-7071					
13a. DATE ORDERED 9/16/08	b. ORDER NO. 300-18701-08	c. ROUTE ORDER NO. 39		d. BUDGET ACCOUNT NO. 53805	e. FINANCE NO. 11-0918

PS FORM 7440 - CONTINUATION SHEET

CONTRACT NO. 328B2

ORLANDO VENTURA BRANCH, FL TO CANDICE CT (N.O.), FL

EFFECTIVE DATE 09/01/2008

ORDER NO. 300-16701-08

SPECIAL RATE SCHEDULE

COST SEQ	DESCRIPTION	BEGIN DATE	END DATE	OLD SPECIAL RATE	NEW SPECIAL RATE	FINANCE NUMBER	BUDGET ACCOUNT NUMBER
A	LATE SLP - HIRED DRIVER RATE	09/01/2008	03/31/2009	17.58578	\$17.58578	11-8918	53138
A	PER MILE	07/01/2005	03/31/2009	1.50000	\$1.50000	11-8918	53605

TOLLS PAYMENT

PAY DATE	NUMBER OF UNITS	UNIT RATE	LUMP SUM AMOUNT	DESCRIPTION	FINANCE NUMBER	BUDGET ACCOUNT NUMBER
09/01/2008	25	\$3.50000	\$91.00	TOLLS PAYMENT FOR 8/01/08-8/31/08	11-8918	53605
		Total	\$91.00			

UNITED STATES POSTAL SERVICE		TRANSPORTATION SERVICES PROPOSAL & CONTRACT FOR REGULAR SERVICE		
1. PROPOSAL SUBMITTED PURSUANT TO				
a. SOLICITATION NO. 300-156-09	b. DATE OF SOLICITATION 04/20/2009	c. CONTRACT NO. 328A5	d. BEGIN CONTRACT TERM 05/22/2009	e. END CONTRACT TERM 03/31/2012
f. FOR MAIL SERVICE IN OR BETWEEN		g. CITY & STATE ORLANDO VENTURA BRANCH, FL		h. CITY & STATE MOSS ROSE WAY (N.O.) FL
2. RATE OF COMPENSATION				
WRITTEN DOLLAR AMOUNT (Proposal must be submitted on a single annual rate basis unless the solicitation specifically calls for proposals at a per mile, per piece, per trip, or other unit rate.)				AMOUNT (Figure)
Forty eight Thousand and Twenty dollars				\$148,020.00
3. OFFEROR				
a. NAME (Print or Type) David Diaz		b. ADDRESS (Street, City, State, ZIP+4) [REDACTED]		
c. TELEPHONE NO. [REDACTED]	d. DOT NO. [REDACTED]	e. SOCIAL SECURITY NO. OR EMPLOYER IDENTIFICATION NO. [REDACTED]		
f. LEGAL RESIDENT OF (Complete if offeror is an individual.)		g. ENGAGED IN BUSINESS BY (Complete if offeror is a partnership or corporation.)		
COUNTY Orange		STATE FL		COUNTY STATE
h. ACKNOWLEDGEMENT OF AMENDMENTS				
THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION FOR OFFERS AND RELATED DOCUMENTS NUMBERED AND DATED AS FOLLOWS:		i. AMENDMENT NO. DATE AMENDMENT NO. DATE		
4. CONTRACT				
<p>In compliance with the solicitation of the U.S. Postal Service described above, the above named offeror proposes to provide the service called for in said solicitation and, in the case of a negotiated contract, in the description of service attached hereto and made a part hereof, at the rate of compensation set out above.</p> <p>The offeror submitting the offer or proposal agrees with the U.S. Postal Service that if this offer or proposal is accepted, the offeror will give personal or representative supervision to the performance of the service. The offeror certifies that this proposal is made in the offeror's own interest and not by the offeror as the representative of another person or company and with full knowledge of the required conditions of service.</p> <p>The solicitation and all attachments are incorporated by reference as a part of this proposal.</p> <p>If the offeror is a partnership or corporation, the Contracting Officer may request such offeror to furnish evidence of the authority of the party executing the proposal.</p> <p>When a partnership offers, the signature of one partner is sufficient.</p>				
5. OFFEROR		6. U.S. POSTAL SERVICE		
This proposal is made in good faith and with the intention to enter into a contract to perform service in case the proposal is accepted.		The U.S. Postal Service has caused this contract to be executed.		
[Signature of Offeror] David Diaz Contractor (Name and Title of Offeror)		[Signature of Contracting Officer] AMGR TRANSPORTATION CONTRACTS (Title of Contracting Officer)		

UNITED STATES  
POSTAL SERVICE® HIGHWAY TRANSPORTATION CONTRACT — COST WORKSHEET

PROPOSITION NO	DATE OF SUBMITTAL	CONTRACT NO	BEGIN CONTRACT TERM	END CONTRACT TERM
300-156-09	04/20/2009	328A5	06/22/2009	03/31/2012
FOR WHAT SERVICE IN OR BETWEEN	CITY & STATE	CITY & STATE		
	ORLANDO VENTURA BRANCH, FL	MOSS ROSE WAY (N O.), FL		

OFFEROR: A completed cost worksheet must be submitted with your offer. This worksheet will assist you in determining the cost you expect to incur in performing this service. Please retain a copy of this form for future reference. The instructions for completing this form are listed on the reverse.

OFFEROR'S NAME AND ADDRESS (Include Apt. Suite No. ZIP+4)		BASIS FOR DETERMINING COST			
		Cost Segment	COST AS OF		
		A	No. of Units Per Year	Unit Cost	Annual Cost
		Item	X	=	
NUMBER OF DRIVERS ON ROUTE		1a Vehicle Cost	(Annual miles)	(Rate per mile)	
FULL-TIME	PART-TIME	(1) Motor Vehicles			\$5,000
1		(2) Trailers			
		1b Operational Cost (Repairs, helper labor, tires, etc.)			\$900
Remains	2	2 Tires			
		3 Vehicle Registration			
		4 Miscellaneous			
		5 General Insurance			
		6 Fuel (Miles per gallon)	(Gallons)	(Per gallon)	\$1,123
		7 Oil (Quarts)	(Quarts)	(Per quart)	\$125
		8 Insurance			\$1,100
		9 Wind Tolls			
		10 Tolls	(Trips)	(Per trip)	
		11 Driver Salary and Fringe Benefit Costs (Times 1-10)			\$8,248
		12 Straight Time	(Hours)	(Per hour)	\$36,372
		13 Overtime	(Hours)	(Per hour)	
		14 Payroll Taxes (FICA, Medicare, Social Security)			
		a. Social Security			\$3,000
		b. Medicare Compensation			
		c. Federal Unemployment Comp.			
		d. State Unemployment Comp.			
		15 Fringe Benefits	(No. of employees or hours)	(Rate)	
		a. Health & Welfare			\$400
		b. Vacation			
		c. Holiday			
		d. Pension			
		16 Total Operation Labor Costs (Lines 12-15)			\$39,772
		17 Supplier's Charges (Personal Driving or Subsidized)	(Trips)	(Per trip)	
		18 Total Labor (Lines 11, 16 & 17)			\$48,020
		19 Return on Investment			
		20 TOTAL OFFER (Lines 18 & 19)			\$48,020
		Offeror's Signature			4-30-09





# TRANSPORTATION SERVICES RENEWAL CONTRACT FOR REGULAR SERVICE

1. RENEWAL PURSUANT TO	
a. CONTRACT NO. 32882	b. EXPIRATION DATE OF EXPIRING CONTRACT 03/31/2009
c. BEGIN CONTRACT TERM 04/01/2009	d. END CONTRACT TERM 03/31/2013
e. CITY & STATE ORLANDO VENTURA BRANCH, FL	
f. CITY & STATE CANDICE CT (N.O.), FL	

2. RATE OF COMPENSATION	
a. CONTRACT RATE (Specify if Other Than Annual) \$29,351.59 PER ANNUM	b. ANNUAL MILEAGE 5,037.1
c. RATE PER MILE \$5.20500	

3. SUPPLIER	
a. NAME (Print or Type) DAVID DIAZ	b. ADDRESS (Street, City, State, ZIP+4) 4301 LIZSHIRE LN C-108 ORLANDO FL 32822-2241

c. TELEPHONE NO. [REDACTED]	d. DOT NO. [REDACTED]	e. SOCIAL SECURITY NO. OR EMPLOYER IDENTIFICATION NO. [REDACTED]
f. LEGAL RESIDENT OF (Complete if Supplier is an individual) COUNTY ORANGE STATE FL		g. ENGAGED IN BUSINESS IN (Complete if Supplier is a Partnership or Corporation) COUNTY STATE

4. CONTRACT	
Wage Determination No. 1977-0193 Rev - 54 02/05/2009	or collective bargaining agreement dated

This form, your proposal, the Statement of Work and all attachments are incorporated into the renewal contract. By executing the renewal contract, the supplier agrees to perform the Statement of Work and accepts the clauses and provisions of this renewal contract.

The above referenced contract, for the period specified, is hereby renewed with the rate(s) and service(s) prevailing at the end of the current contract.

5. SUPPLIER	6. U.S. POSTAL SERVICE
Signature of Supplier: <u>David Diaz</u> 3-12-09 (Date) Name and Title of Supplier: <u>DAVID DIAZ Contractor</u>	Signature of Contracting Officer: _____ (Date) Title of Contracting Officer: <u>AMGR TRANSPORTATION CONTRACTS</u>

COMMENTS (For U.S. Postal Service Use Only)  
This is a fixed price contract. Economic pay adjustments under Management Instruction MI PM-4.4.1 are suspended. Uniform reimbursements under Section 8.3.1. Suitability of Employees are suspended.

**Al Truesdell**  
Truesdell Law  
Employment Law Attorney  
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DeLand, Florida 32720  
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November 9, 2018

*Re: David Diaz v. United States Postal Service*

Edith Rosen  
Deputy Managing Counsel  
United States Postal Service  
P.O. Box 6634  
Clearwater, Florida 33748  
(407) 464-2934

Dear Ms. Rosen:

I have the pleasure of representing David Diaz, a mail carrier for the United States Postal Service ("USPS") in Florida. Mr. Grisales is seeking \$130,000 in wages for hours worked for which he was not paid from April 2015 through August 9, 2017. Mr. Grisales had a contract to deliver mail in a rural area in Central Florida in Orange County.

The USPS breached the contract and was unjustly enriched by continuing to add mail routes and package deliveries without compensating Mr. Diaz for the additional hours required to provide those services. The USPS also violated the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 to 219, by failing to pay Mr. Diaz overtime when he worked more than 40 hours per week. The failure to pay wages owed also constituted wage theft under the FLSA. When Mr. Diaz complained about his unpaid wages, he was threatened with termination in retaliation for his lawfully protected activity.

Additionally, Mr. Diaz, a Hispanic male, was treated less favorably than non-Hispanic, English-speaking mail carriers because of his national origin and his lack of fluency in speaking English. See 42 U.S.C. § 2000e et seq. Mr. Diaz was told by a supervisor that he could not speak Spanish in the workplace when engaged in personal conversations with other Hispanic workers,

- Ex. "B" -

The USPS failed to pay Mr. Diaz for hours worked that resulted from continually adding mailboxes to his assigned routes as his postal area grew in population. Mr. Diaz has a six-year contract that extended from April 1, 2015 through March 31, 2021. contract provided he would be paid to deliver 40 cubits of mail per month. For more than two years, Mr. Diaz was required to deliver 150 cubits of mail per month with no additional compensation. The increase breached his contract and violated state and federal wage-and-hour laws. The USPS refused to pay Mr. Diaz for the continually increasing number of customers on his route, as well as the increasing number of packages he was required to deliver. Mr. Diaz was required to deliver priority mail packages as well as packages from companies, including Amazon and WalMart, even though this task was not included in his contract.

During the duration of Mr. Diaz's contract, the USPS continually increased the number of mail customers on his route without corresponding increases in compensation. The continuous imposition of additional routes and packages forced Mr. Diaz to work more than 40 hours in numerous workweeks without any overtime compensation. The workload was especially heavy on Christmas Eve.

Mr. Diaz told his supervisors that he could no longer service all of the postal routes assigned by the USPS. He was being forced to work excessive hours due to the population growth of the area. However, the USPS declined to reduce the service areas or pay Mr. Diaz for the extra hours he was force to work. By failing to do so, the USPS violated its own policies limiting the number of mail boxes assigned to mail carriers.

When Mr. Diaz complained about his unpaid overtime, he was threatened with termination. The USPS failed to pay Mr. Diaz overtime even when it was clear that he would be unable to make all of his deliveries within an eight-hour work day. Mr. Diaz continued to work excessive hours without pay because he was afraid of being disciplined or of losing his postal routes.

The USPS failed to maintain records of all hours worked by Mr. Diaz. This failure violated the FLSA requirement to document all hours worked. The USPS cannot avoid paying overtime by attempting to classify postal workers as independent contractors. Attempts to classify employees as contractors in order to save on health benefits, unemployment insurance, retirement accounts and overtime pay have resulted in numerous class action lawsuits around the country. Several Federal Express drivers filed a class action unpaid wages lawsuit and were awarded more than \$900,000 in damages.

The USPS also has been the subject of numerous class action lawsuits by mail carriers for attempting to reduce its budget by failing to pay overtime wages. Employees in several of those lawsuits have alleged, like Mr. Diaz, that they were unable to complete their duties during working hours. The lawsuits also claim that in an effort to slash operating costs by eliminating overtime, the USPS has engaged

in a systematic practice of not compensating workers for all hours worked in violation of the FLSA.

As a result of the actions of the USPS, Mr. Diaz has suffered extensive damages in the form of unpaid wages. The FLSA statute of limitations is three years because this is a willful violation. Mr. Diaz is also entitled to liquidated damages, which would double the amount of damages. Additionally, Mr. Diaz is entitled to damages for breach of contract, which go back another two years beyond the FLSA claims. The breach of contract claim is governed by a five-year statute of limitations, which would include additional unpaid wages. For his national origin discrimination claim, Mr. Diaz also is entitled to damages for emotional distress. In addition, Mr. Diaz is seeking reimbursement of his attorney fees, which total will increase substantially if the parties continue to litigate this matter. Based on these reasonable calculations, Mr. Diaz's reasonable damages total approximately \$110,000.

Despite the significant damages, Mr. Diaz would be willing to schedule pre-litigation mediation in an attempt to reach an amicable resolution to this matter. It has been my experience in representing both employees and employers that many disputes can be resolved by mediating a matter before the parties invest significant time and resources litigating in court. Please let me know if the USPS would be interested in engaging in pre-suit mediation or in informal settlement negotiations in order to resolve this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Alfred Truesdell', is written over the word 'Sincerely,'.

Alfred Truesdell, Esquire